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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Application of BellSouth Corporation,	)	
BellSouth Telecommunications, Inc., and	)	CC Docket
BellSouth Long Distance, Inc., for Provision of	)	No. 97-231
In-Region, InterLATA Service in the	)	
State of Louisiana	)	
	)	

AFFIDAVIT OF JAY M. BRADBURY
ON BEHALF OF AT&T CORP.

Jay M. Bradbury, being first duly sworn on oath, deposes and states as follows:

1. My name is Jay M. Bradbury. My business address is 1200 Peachtree Street, Atlanta, Georgia. Currently I am employed by AT&T Corp. ("AT&T") as a Manager in the Local Infrastructure and Access Management Organization.

2. I graduated with a Bachelor of Arts degree from the Citadel in 1966. I have taken additional undergraduate and graduate courses at the University of South Carolina and North Carolina State University in Business and Economics.

3. I have been employed in the telecommunications industry for more than twenty-five years with AT&T, including 14 years with AT&T's then-subsidiary, Southern Bell. I began my AT&T career in 1970 as a Chief Operator with Southern Bell's Operator Services Department in Raleigh, North Carolina. From 1972 through 1987, I held various positions within

Southern Bell's (1972 - 1984) and AT&T's (1984 - 1987) Operator Services Departments, where I was responsible for the planning, engineering, implementation and administration of personnel, processes and network equipment used to provide local and toll operator services and directory assistance services in North Carolina, South Carolina, Kentucky, Tennessee and Mississippi. In 1987, I transferred to AT&T's External Affairs Department in Atlanta, Georgia, where I was responsible for managing AT&T's needs for access network interfaces with South Central Bell, including the resolution of operational performance, financial and policy issues.

4. From 1989 through November 1992, I was responsible for AT&T's relationships and contract negotiation with independent telephone companies within the South Central Bell States and Florida. From November 1992 through April 1993, I was a Regulatory Affairs Manager in the Law and Government Affairs Division responsible for the analysis of industry proposals before regulatory bodies in the South Central states to determine their impact on AT&T's ability to meet its customers' needs with services that are competitively priced and profitable. In April of 1993, I transferred to the Access Management Organization within AT&T's Network Services Division as a Manager - Access Provisioning and Maintenance, with responsibilities for on-going management of processes and structures in place with Southwestern Bell to assure that its access provisioning and maintenance performance met the needs of AT&T's Strategic Business Units.

5. In August 1995, I moved to my present position. In my capacity as a Manager in the Local Infrastructure and Access Management Organization, I am responsible for

negotiating and implementing operational agreements with incumbent local exchange carriers needed to support AT&T's entry into the local telecommunications market. One of my most important objectives in these negotiations has been to ensure that BellSouth provides AT&T with efficient and nondiscriminatory electronic access to BellSouth's Operations Support Systems ("OSS") throughout BellSouth's nine-state region. As part of my overall responsibilities, I have personally spent hundreds of hours in direct negotiations and implementation meetings with BellSouth personnel and subject matter experts. My activities have included direct participation in OSS implementation teams, review and analysis of data from the testing and use of BellSouth's interfaces as they are implemented, and continuing consultation with AT&T decision makers concerning OSS. In addition, I have testified on behalf of AT&T in a number of recent state public utility commission proceedings regarding OSS issues, including Section 271 proceedings in eight states in the BellSouth region.

I. PURPOSE AND SUMMARY OF AFFIDAVIT

6. The purpose of my affidavit is to assess whether BellSouth has made available to AT&T the nondiscriminatory access to its OSS required by the Telecommunications Act of 1996 ("the 1996 Act"). As I will describe below, contrary to the assertions of BellSouth, and in particular the affidavits of BellSouth's witnesses William Stacy and David Hollett,[1]

[1] See Affidavit of William N. Stacy dealing with Operating Support Systems on behalf of BellSouth ("Stacy OSS Aff."), ¶ 146; Affidavit of William N. Stacy dealing with Performance Measurements on behalf of BellSouth ("Stacy PM Aff."), ¶ 69; Affidavit of David Hollett ("Hollett Aff."), ¶¶ 4, 23.

BellSouth has not met its OSS obligations.

7. The duty to provide "nondiscriminatory access" means that the access provided to CLECs must be "the same" as,[2] or "equal to,"[3] the access that BellSouth provides to its own customer service representatives. In its Ameritech Michigan Order, the Commission reiterated: "We require, simply, that the BOC provide the same access to competing carriers that it provides to itself."[4] The Commission characterized this requirement as a "fundamental

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[2] See First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (released August 8, 1996) ("Local Competition Order"), ¶ 523 ("the incumbent must provide the same access to competing providers" that it provides to its own customer service representatives); ¶ 316 ("the incumbent must provide access to [OSS] functions under the same terms and conditions that they provide services to themselves or their customers") (emphasis added).

[3] See id., ¶ 519 ("we generally rely upon" state commission orders "ordering incumbent LECs to provide interfaces for [OSS] access equal to that the incumbent provides itself"); ¶ 315 (access must be provided on terms that are "equal to the terms and conditions under which the incumbent LEC provisions such elements to itself"); Second Order on Reconsideration in CC Docket No. 96-98, released December 13, 1996, ¶ 9 (OSS access must be "at least equivalent" or "equal to" the access that the incumbent LEC provides to itself) (emphasis added).

[4] CC Docket No. 97-137, In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Michigan, Memorandum Opinion and Order released August 19, 1997 ("Ameritech Michigan Order"), ¶ 143. See also id., ¶ 128 (Ameritech has not shown "that the access to OSS functions that it provides to competing carriers for the ordering and provisioning of resale services is equivalent to the access it provides to itself"), ¶ 130 (incumbent carrier must provide access to OSS functions "that is equivalent to what it provides itself, its customers or other carriers"), ¶ 132 (without "equivalent access" to BOC's OSS, many items required by the checklist "would not be practically available"), ¶ 137 (for functions that BOC itself accesses electronically, "the BOC must provide equivalent electronic access for competing carriers"), ¶ 158 ("We are unable to find that the access Ameritech currently provides for resale services is equivalent to the access that it provides to itself in connection with its retail local exchange operations"), ¶ 166 ("Because the

obligation" of a BOC. Ameritech Michigan Order, ¶ 128. In addition, consistent with the 1996 Act's goal of promoting local exchange competition, incumbent LECs must provide OSS access "under terms and conditions that would provide an efficient competitor with a meaningful opportunity to compete."[5]

8. Measured against these standards, BellSouth falls far short of making nondiscriminatory access to its OSS available to competitive local exchange carriers ("CLECs"). The interfaces currently offered by BellSouth -- whether the interfaces that BellSouth offers pursuant to its Statement of Generally Available Terms and Conditions ("SGAT") or the "interim" interfaces that BellSouth is required to provide under the BellSouth-AT&T Interconnection Agreement ("the Interconnection Agreement")[6] -- are a hodgepodge that deny CLECs the same

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ordering and provisioning of resale services is analogous to the ordering and provisioning of Ameritech's retail services, we find that Ameritech must provide to competing carriers access to such OSS functions equal to the access that it provides to its retail operations," and that Ameritech's performance data "fail to demonstrate that Ameritech is providing such equivalent access") (emphasis added).

[5] Ameritech Michigan Order, ¶¶ 130, 141; Local Competition Order, ¶ 315.

[6] A copy of the SGAT is set forth in Appendix C-1, Volume 13 (Tab 137) of BellSouth's application, and a copy of the Interconnection Agreement between AT&T and BellSouth for Louisiana is set forth in Appendix B, Volume 9 (Tab 76) of that application. As will be discussed below, the Interconnection Agreement provides that BellSouth must currently provide AT&T with a series of specified "interim" interfaces to support pre-ordering, ordering and provisioning, and maintenance and repair, which AT&T may use if it desires. Interconnection Agreement, Att. 15, §§ 4.1 - 4.5. The Agreement provides that these interfaces are to be replaced by electronic interfaces (which I will refer to in this affidavit as "permanent" interfaces) to be developed by the parties. The parties are obligated to use their best efforts to implement the permanent interfaces

functionality, capability, reliability, timeliness, and accuracy that BellSouth experiences in its own retail operations. In light of current circumstances, it will be months, or perhaps longer, before BellSouth can have interfaces in place that are capable of offering the parity of access required by the 1996 Act.

9. First, as set forth in Part II concerning the resale of BellSouth's services, BellSouth has not deployed electronic interfaces that are capable of providing nondiscriminatory access to its OSS for purposes of pre-ordering, ordering and provisioning, and repair and maintenance. In particular:

- For pre-ordering, BellSouth offers only a proprietary Web-based system called "LENS," which imposes upon CLECs the costs of dual-entry of pre-ordering data, and which has a much more limited range of function than what BellSouth provides itself;
- For ordering, BellSouth offers "Phase I EDI," a limited version of an Electronic Data Interchange ("EDI") interface that cannot be used to order many important services and requires manual transmission and processing of many notices and orders that should be handled electronically; and
- For maintenance and repair, BellSouth currently offers only a version of an electronic bonding interface ("EBI") that cannot be used for most services, and a proprietary system ("TAFI") that cannot be integrated into a CLEC's own system to permit machine-to-machine communication.

In addition, BellSouth has failed to provide CLECs with the training and information (such as specifications and business rules) that they need to get the most performance out of the inherently

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by December 31, 1997, unless they agree on a later date. Interconnection Agreement, § 28.1 & Att. 15, §§ 4.6, 5.1 - 7.2.3.

limited interfaces that BellSouth currently offers.

10. Second, as set forth in Part III of my affidavit, BellSouth has made even less progress toward providing nondiscriminatory access to its OSS for service provided using unbundled network elements ("UNEs"). BellSouth has yet to demonstrate that CLECs can transmit orders for UNEs electronically to BellSouth and that BellSouth can electronically receive and flow them through its legacy systems on an "end-to-end" basis. In addition, BellSouth refuses even to develop, much less offer, electronic interfaces that would enable AT&T and other CLECs to provide local service by means of combinations of unbundled network elements.

11. Third, as discussed in Part IV, actual usage of the BellSouth interfaces by AT&T and other CLECs to date demonstrates that the interfaces are not operationally ready. For example, by BellSouth's own admission, more than 60 percent of the orders placed electronically through its interfaces fall out for manual processing. More than 40 percent of Firm Order Confirmations ("FOCs") are not returned within 24 hours, which in many instances leaves CLECs unable for a prolonged period to advise customers of the date on which the service that they requested will be installed, due to the inability of CLECs using the EDI interface to obtain calculated due dates from BellSouth's pre-ordering interface.

12. Finally, as set forth in Part V, notwithstanding its generalized, unsupported assertions, BellSouth has offered no evidence that its interfaces are capable of handling the volume and complexity of functions required by CLECs, particularly by major competitors such as AT&T. To the contrary, the evidence shows that when AT&T has modestly increased its existing

order volumes, such vital BellSouth systems as BellSouth's Regional Street Access Guide ("RSAG") proved unable to handle the strain. When CLECs and the Department of Justice expressed concerns about BellSouth's ordering capacity, BellSouth simply changed its assumption from a 10-hour production day to a 20-hour day, thereby purporting to double its capacity without actually increasing the ability of its systems to process orders on a timely basis. BellSouth also has not demonstrated that it has the manual resources to process the volumes of orders that CLECs will send.

13. That BellSouth remains so far away from complying with the Act's requirements reflects BellSouth's policy of delay. Since AT&T first requested electronic access to BellSouth's OSS more than two years ago, BellSouth has delayed implementation of nondiscriminatory electronic interfaces, has unilaterally developed interfaces that by their nature cannot support meaningful competition, and has consistently failed to provide AT&T necessary specifications on a timely basis so that AT&T could develop its side of any planned interface.[7] As a result, BellSouth's interfaces are currently incapable of providing new entrants the same capabilities and functions that BellSouth provides to itself, and are not operationally ready to support local service market entry at reasonable volume levels such as those planned by AT&T. The failure of BellSouth to comply with its obligations has forced AT&T to enter the market using patched-together combinations of manual, web-based, and EDI interfaces that do not and

[7] Attachment 1 to my affidavit describes the history of AT&T's attempts to secure nondiscriminatory access to BellSouth's OSS.

cannot support the range of nondiscriminatory functions essential for AT&T and other CLECs to provide high-volume, meaningful local exchange competition.

14. Nothing in BellSouth's application undercuts these facts. Although I will respond to particular assertions of BellSouth's witnesses throughout my affidavit, it is worth noting at the outset that their views appear to be founded on two fundamentally mistaken assumptions. First, they argue that BellSouth offers many different interfaces, some of which exceed industry standards.[8] Whatever the merits of this claim, the criteria governing BellSouth's performance here are not industry standards, but those of reasonable and nondiscriminatory access required by the 1996 Act. At best, industry standards establish the minimum requirements for certain matters in the provision of access to OSS. They fail to address numerous other such matters, and give the BOCs broad discretion -- as Mr. Stacy himself acknowledges.[9] They do not entitle a BOC to restrict access to information, discriminate, or otherwise limit its statutory obligations. Moreover, parity of access does not exist simply by virtue of the fact that each new entrant has some degree of access to BellSouth's OSS; the issue is whether that access is equal, in terms of timeliness, accuracy, reliability, and functionality, to the access that BellSouth provides to itself.

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[8] Stacy OSS Aff., ¶¶ 50, 53, 56, 75, 82, 98; see also Hollett Aff., ¶ 5.

[9] See, e.g., Stacy OSS Aff., ¶¶ 75 (EDI standards do not provide for method of returning information to CLECs for orders that contain errors), 98 ("the industry standard for trouble reporting . . . addresses only functions such as electronically opening a trouble ticket or obtaining status information").

15. Second, BellSouth suggests that existing deficiencies in BellSouth's OSS can be overlooked so long as BellSouth promises to correct them in the future.[10] But the only relevant question here is whether BellSouth meets its OSS obligations as of the date it filed its application. Paper promises of future performance to correct OSS deficiencies are insufficient, Ameritech Michigan Order, ¶¶ 55, 179, and particularly so in light of BellSouth's own prior conduct concerning OSS development.

16. The deficiencies in BellSouth's OSS have recently been noted by other State commissions in the BellSouth region, where BellSouth uses the same OSS to serve each of the States within that region, and by the Department of Justice. Such deficiencies, for example, were cited on October 16 by the Alabama Public Service Commission as a major reason for its refusal to approve BellSouth's SGAT, or to find that BellSouth is in compliance with the competitive checklist of Section 271.[11] After analyzing essentially the same facts and claims that BellSouth has presented here regarding its OSS, the Alabama PSC found:

> It appears to us that BellSouth's OSS interfaces must be further revised to provide nondiscriminatory access to BellSouth's OSS systems as required by § 251(c)(3) of

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[10] Stacy OSS Aff., ¶¶ 71, 75, 80, 116; Hollett Aff., ¶¶ 12, 14-15.

[11] See Docket No. 25835, BellSouth Telecommunications, Inc.--In re: Petition for approval of a Statement of Generally Available Terms and Conditions Pursuant to § 252(f) of the Telecommunications Act of 1996 and notification of intention to file a Petition for In-region InterLATA Authority with the FCC pursuant to § 271 of the Telecommunications Act of 1996 (Ala. PSC), Order issued October 16, 1997, pp. 6-9 ("Alabama PSC Order"). (Attachment 54 hereto).

> the '96 Act. We have concerns that such nondiscriminatory access is not being provided.[12]

Similarly, on October 30 the Georgia PSC decided not to approve BellSouth's revised SGAT but simply let it go into effect, and did so "especially in view of the additional development needed for such [checklist] items as OSS electronic interfaces and performance standards," the successful completion of which "will be critical to any future endorsement of in-region interLATA entry by BellSouth."[13]

17. Only last week, the Florida PSC issued an order (reflecting its vote on November 3) that rejected BellSouth's SGAT and draft Section 271 application, finding that BellSouth is not providing nondiscriminatory access to its OSS.[14] Citing numerous deficiencies in BellSouth's OSS, the PSC stated that "an RBOC must provide more than just an interface in order to comply with the nondiscriminatory access standard for OSS."[15]

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[12] Id., p. 7. To rectify these "OSS shortcomings," the Alabama PSC ordered the institution of a further OSS proceeding where BellSouth will be required to give a live demonstration of its OSS (including any manual interfaces) and where the PSC will "establish performance standards . . . so that BellSouth's provisioning of service to its competitors can be meaningfully compared to BellSouth's internal performance." Id., pp. 7-9.

[13] See Docket No. 7253-U, In re: BellSouth Telecommunications, Inc.'s Revised Statement of Generally Available Terms and Conditions Under Section 252(f) of the Telecommunications Act of 1996 (Ga. PSC), Interim Order issued October 30, 1997, p. 4 (Attachment 55 hereto).

[14] See Docket No. 960786-TL, In re: Consideration of BellSouth Telecommunications, Inc.'s Entry into InterLATA Services (Fla. PSC), Order No. PSC-97-1459-FOF-TL, issued November 19, 1997, pp. 77-98, 152-176 (Attachment 56 hereto) ("Fla. PSC Order").

[15] Id., pp. 96-97, 174 (Attachment 56 hereto).

18. Moreover, only two weeks ago the Department of Justice, citing the findings of these agencies, reached the same conclusion in recommending that this Commission deny BellSouth's pending Section 271 application for authority to conduct in-region interLATA service in South Carolina. Describing in detail the considerable deficiencies of BellSouth's OSS, the Department concluded that in the area of OSS, "BellSouth's present application falls well short of satisfying the standards articulated by the FCC," and "much additional work remains to be done."[16]

19. As I will discuss below, the determinations and concerns of these agencies are well-founded. BellSouth is far short of providing the parity of access to its OSS that is required by the 1996 Act.

II. BELLSOUTH'S INTERFACES FOR RESALE SERVICES DO NOT SATISFY ITS OSS OBLIGATIONS.

20. In order to satisfy its OSS obligations, BellSouth must (1) develop systems to allow CLECs to have parity of access, and (2) assist CLECs in the implementation and use of those systems. Ameritech Michigan Order, ¶ 136. BellSouth has taken neither of these actions in the case of resale services. BellSouth's interfaces supporting resale contain numerous inherent flaws that deny parity of access. Moreover, by denying CLECs access to the necessary business

[16] See Evaluation of the United States Department of Justice filed November 4, 1997, in CC Docket No. 97-208, In the Matter of Application by BellSouth Corporation, BellSouth Telecommunications, Inc. and BellSouth Long Distance, Inc. for Provision of In-Region InterLATA Services in South Carolina, pp. 28-29 & App. A at A-10 - A-30 ("DOJ South Carolina Evaluation").

rules and training, BellSouth has failed to provide the assistance necessary for CLECs to use the OSS effectively.

A. BellSouth Has Not Offered Parity of Access To Operations Support Systems For Resale Services.

21. Although BellSouth contends that it offers nondiscriminatory access to its OSS to resellers through a variety of interfaces, the evidence does not support that claim. BellSouth's support for its claim lies in its SGAT and in the testimony of Messrs. Stacy and Hollett.[17] Neither source, however, is sufficient to support BellSouth's claim.

22. In its SGAT, BellSouth effectively concedes that electronic interfaces are not currently available:

> BellSouth provides CLECs unbundled access to several operations support systems. Access to these support systems will be via electronic interfaces. Where not currently operational, BellSouth is developing operational electronic interfaces to these systems.

SGAT, p. 6 (emphasis added). As this Commission has previously held, nondiscriminatory access cannot be established merely on the basis of a paper promise that there "will be" electronic

[17] BellSouth has now abandoned reliance on Gloria Calhoun, who regularly testified for BellSouth on OSS issues in state proceedings throughout BellSouth's region, but who candidly conceded on September 25-26, 1997, that she had no documented basis for her claim that BellSouth provides nondiscriminatory access, and was simply relying on her personal "perception" and "experience." See Attachment 2, Testimony of Gloria Calhoun in Docket No. P-55, Sub 1022 (North Carolina Utilities Commission), transcript of September 25, 1997, hearing (afternoon session), Vol. 7, pp. 89-96 and transcript of September 26, 1997, hearing, Vol. 8, pp. 47-51.

interfaces at some undefined point in the future.[18] To the extent that electronic interfaces are not currently operational, manual processing will be required. In such circumstances, BellSouth cannot maintain any pretense of parity, for BellSouth uses automated systems in conducting its own retail operations.

23. Moreover, aside from its general assertions of parity[19] and a highly generalized description of the functions that its OSS will support, the SGAT makes no commitments concerning the nature of electronic access to BellSouth's OSS that BellSouth is offering to provide. See SGAT, pp. 6-7. The SGAT does not even identify the particular interfaces that BellSouth is purportedly offering. Instead, the SGAT repeatedly refers to BellSouth's ordering guides,[20] which focus on instructing new entrants on how to complete paper forms and send them to BellSouth manually -- not on electronic interfaces. These ordering guides, moreover, are not part of the SGAT and can be (and have been) changed unilaterally by BellSouth at any time. Thus, BellSouth does not appear to have assumed, through its SGAT, a

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[18] As the Commission stated in its Ameritech Michigan Order, "[A] BOC's promises of future performance to address particular concerns raised by commenters have no probative value in demonstrating its present compliance with the requirements of section 271. Paper promises do not, and cannot, satisfy a BOC's burden of proof." Ameritech Michigan Order, ¶ 55 (emphasis in original). See also id., ¶ 179.

[19] See, e.g., SGAT, p. 8 ("BellSouth provides unbundled network element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself.").

[20] See SGAT, pp. 5, 8, 10-12, 19, 22.

binding legal obligation to provide particular interfaces.

24. The testimony of Messrs. Stacy and Hollett is similarly inadequate to establish that BellSouth offers (much less provides) parity of access. As discussed below, the interim interfaces that BellSouth currently offers for pre-ordering, ordering and provisioning, and maintenance and repair require unacceptable degrees of human intervention and lack important capabilities and functionality, thereby denying resellers access to BellSouth's OSS that is equal to the access enjoyed by BellSouth itself.

1. Pre-Ordering

25. When an existing BellSouth customer speaks to an AT&T customer service representative about changing his or her local service to AT&T, the AT&T customer representative must be able -- while the customer is on the line -- to ascertain the customer's existing service arrangements, verify the customer service address, determine the services and features available to the customer at the service address, assign a telephone number (for any new lines desired), establish a due date for service installation, request dispatch of a technician when necessary, and determine the long-distance carrier choices available to the customer. Because customers expect their transactions to be completed quickly and efficiently, parity of access requires that this information be available through a pre-ordering interface promptly and in an intelligible format to AT&T's customer representatives and ordering systems, just as it is currently available to BellSouth's.

26. Mr. Stacy's contention that pre-ordering information is unnecessary for

customers who are simply migrating from one carrier to another is incorrect. See Stacy OSS Aff., ¶ 6. Although the number of pre-ordering transactions may vary according to the particular type of service requested, a CLEC representative taking a customer order must (at a minimum) review the customer service record ("CSR") and verify the customer's address as it is currently recorded in the BellSouth system, even for a simple migration. Indeed, if an address validation is not performed, the order may well be rejected -- and the CLEC may well lose the customer.[21] Pre-ordering information is thus important not only to completion of all customer orders for exchange service, but also to a CLEC's ability to compete.[22]

27. BellSouth's entire discussion of pre-ordering in its SGAT is confined to a one-sentence representation that its OSS "allow[] CLECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date and validate a street address for service order purposes." SGAT, p. 6. Despite the absence of further details in the SGAT, Mr. Stacy states that CLECs currently can use BellSouth's web-based Local Exchange Navigation System ("LENS") interface to perform pre-ordering functions. Stacy OSS Aff., ¶ 6.

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[21] For example, if a CLEC's customer wishes to change its service (such as adding a feature), the change order will be rejected if the order refers to the customer's street as "avenue," rather than "av" (BellSouth's abbreviation).

[22] Mr. Stacy suggests that the absence of industry standards for pre-ordering makes BellSouth's provision of pre-ordering information voluntary. See Stacy OSS Aff., ¶ 6. BellSouth, however, is required to provide such information, both by the 1996 Act and by the Interconnection Agreement. Local Competition Order, ¶ 523; Interconnection Agreement, Att. 15, §§ 4.3 - 4.5, 7.1.

As shown below, however, LENS does not offer parity of access. Although, as Mr. Stacy notes, BellSouth is developing a pre-ordering interface pursuant to its Interconnection Agreement with AT&T, that interface will not be available until at least December 1997 -- and its ability to provide parity of access is questionable and, obviously, unproven.

a. LENS Does Not Offer Parity of Access.

28. LENS has significant deficiencies that preclude nondiscriminatory access to BellSouth's OSS. The major drawbacks are: (1) LENS requires substantial human intervention and manual re-entry (re-typing or cut-and-paste) of data by CLECs, and BellSouth has not provided the specifications and other tools necessary to enable CLECs to avoid this burden by integrating their systems with LENS; and (2) LENS does not provide CLECs with the same pre-ordering capabilities that BellSouth's own retail sales representatives have.[23]

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[23] A number of state commissions have determined that web-based interfaces such as LENS do not provide nondiscriminatory access to OSS. For example, several state commissions have found that US West's web-based interface does not meet the requirements of Section 251 or its implementing regulations. See Findings of Fact and Conclusions of Law Order issued March 20, 1997, in Docket No. TC96-184 (South Dakota PSC), p. 25 (web-based interface is a "human interface," provides "inferior" service, and "does not comply with the federal Act or the FCC First Report and Order"); Arbitrator's Decision issued March 19, 1997, in Case No. PU-453-96-497 (North Dakota PSC), p. 57 ("the web-based interface does not meet the requirements of the FCC's First Report"); Arbitration Decision and Order (No. 5961b) issued March 20, 1997, in Docket No. D96.11.200 (Montana PSC), p. 56 ("the web page solution is a human interface and is prone to error," and "provides service inferior to that which US West provides itself"). See also Administrative Law Judge's Ruling on the Status of the Record issued July 8, 1997, in Case 97-C-0271 (NYPSC), pp. 24-32 (finding that New York Telephone had not shown that its OSS, which included a web-based interface for pre-ordering, were available at parity to resellers, given the continued need for manual intervention, lack of functional parity, and greatly disparate response times). And, more importantly, in its recent order the Florida PSC expressly found that LENS

1. LENS Cannot Be Integrated With a CLEC's Systems, Thereby Requiring Dual Entry of Data.

29. An "interface" is a point at which independent systems are integrated. Logically, an "electronic interface" is a point at which two independent systems are electronically integrated. The BellSouth Interconnection Agreement with AT&T recognizes this fact, defining an "electronic communication interface" as "a machine-to-machine or application-to-application interface," and specifically excluding from this definition "an interface that provides a presentation for manual entry." Interconnection Agreement, Att. 15, § 4.6.

30. Under this definition, BellSouth clearly does not provide an electronic interface, because LENS is currently incapable of being electronically integrated with a CLEC's systems. Instead, LENS requires a new entrant's service representative to operate manually BellSouth's electronic OSS (i.e., human-to-machine) rather than allowing the new entrant's systems to be integrated with BellSouth's electronic OSS (i.e., machine-to-machine).

31. Because LENS is not integrated electronically with the new entrant's systems, a CLEC service representative using LENS must manually input the same data twice -- once into BellSouth's OSS, and then again into the new entrant's systems. If the new entrant does

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does not provide nondiscriminatory access. Fla. PSC Order, pp. 78-83, 153-158. The United States Department of Justice has also noted the inadequacies of LENS and other web-based interfaces, stating that the dual data entry that such interfaces usually require puts larger CLECs at a significant competitive disadvantage. DOJ South Carolina Evaluation, pp. A-11 - A-14; Evaluation of the United States Department of Justice filed May 16, 1997, in CC Docket No. 97-121, App. A, pp. 74-75.

not do so, the data will not be stored in its own systems.

32. Moreover, BellSouth has not provided CLECs with methods that would enable them to avoid the necessity of dual data entry by integrating LENS with their own systems, including the specifications that (as BellSouth's own OSS witness in state proceedings has previously acknowledged) are necessary to achieve such integration.

33. By providing an interface that requires resellers to enter manually the same information twice without providing the means by which CLECs can integrate LENS with their own systems, BellSouth has failed to provide parity of access. In contrast to resellers using LENS, BellSouth representatives enter data only once into BellSouth's integrated system for its retail operations. This discrepancy puts the CLEC at a distinct competitive disadvantage, both because dual data entry increases the costs of conducting a pre-ordering transaction, and because the necessity of entering data a second time increases the risks of error.

34. None of BellSouth's suggested solutions is practical. For example, although the LENS Users Guide suggests that new entrants can print out the LENS screens to record the pre-ordering information and avoid dual data entry, such a solution is unrealistic and unwieldy. First, service representatives typically do not have printers with their terminals. Secondly, a printer would not be practical because, as a pre-ordering interface, LENS does not "remember" information. Consequently, a new entrant would be required to print out numerous screens rather than one summary screen. Finally, as discussed below, the new entrant would still be required to input the printed pre-ordering information manually into an EDI order for its own

systems. In other words, after completing the lengthy process of obtaining the information through LENS, the new entrant would be required to go through another lengthy process of sorting through the computer print-outs to re-input that information manually into an EDI order. Clearly, this duplicative and manual process does not meet the requirements of the 1996 Act.

35. Similarly, Mr. Stacy misses the point when he asserts that a CLEC can avoid the problem of dual data entry through any of three possible methods: (1) utilization of the Common Gateway Interface ("CGI"); (2) "cutting and pasting" information from LENS into another Microsoft Windows-compatible application; and (3) customization of the data supplied through LENS by a CLEC's software developers. Stacy OSS Aff., ¶¶ 43-45. Notably, BellSouth is not required to utilized any of these work-around methods in order to access and store the data that is needed in pre-ordering. Thus, even if the methods to which Mr. Stacy refers were viable, they would not provide a CLEC with access equivalent to BellSouth's. In any event, Mr. Stacy's descriptions of the viability of these methods is as incorrect as they are misplaced.

36. First, BellSouth has made it impossible to use CGI at the present time. A new entrant cannot implement CGI unless BellSouth provides the technical specifications that, it has admitted in state proceedings, are necessary for the development of CGI.[24] BellSouth has affirmatively refused to do so, as a brief chronology of the relevant events demonstrates.

37. When AT&T learned in 1996 that LENS could not be integrated into its

[24] See testimony of Gloria Calhoun in Docket No. 25835 (Ala. PSC), transcript of August 19, 1997 hearing, pp. 686-687 (Attachment 3 hereto).

own systems, it had two choices. On the one hand, AT&T could implement a long-term solution, working collaboratively with BellSouth and the rest of the industry to develop an industry standard pre-ordering interface that would be integrated with AT&T's systems. Alternatively, AT&T could seek a short-term solution, in which AT&T would attempt to integrate LENS with its own systems through a method developed with BellSouth.

38. AT&T ultimately decided to pursue both the long-term and short-term solutions to the problem. The long-term solution became feasible by early 1997, when BellSouth agreed to implement by the end of the year an integrated pre-ordering interface based on evolving industry standards. Since that time, the industry has made substantial progress toward adopting standards for pre-ordering. In March 1997, a Steering Subcommittee of the Electronic Communications Implementation Committee ("ECIC") of the Telecommunications Industry Forum recommended EDI as an interim protocol to transport EDI-formatted pre-ordering between carriers.[25] On October 31, 1997, as Mr. Stacy notes, ECIC recommended that the OBF support both the CORBA and EDI formats for pre-ordering.[26]

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[25] A copy of the task force's recommendation is attached to my testimony as Attachment 4.

[26] Stacy OSS Aff., ¶ 6; letter from Jerome Melson (ECIC Chair) to Glen Sirles (OBF Moderator), dated October 31, 1997 (Attachment 57 hereto). ECIC's recommendation that the OBF support two application-to-application pre-ordering formats in no way excuses the deficiencies in BellSouth's pre-ordering interface. Once again, BellSouth seeks to invoke industry standards as an excuse for delaying progress, rather than as a basis for advancing it. See Reply Affidavit of William N. Stacy filed November 14, 1997, in CC Docket No. 97-208, supra ("Stacy S.C. Reply Aff."), ¶¶ 31-32. BellSouth had the opportunity to develop an application-to-application pre-ordering interface but instead, without consulting CLECs, developed LENS as a human-to-

39. Because the implementation of the permanent pre-ordering interface was not scheduled until December 1997, AT&T decided also to pursue a short-term solution that would allow it to enter the market before that time using a method that integrated LENS with AT&T's own systems. Thus, from the time AT&T and BellSouth first met to discuss LENS in August 1996, AT&T emphasized its need for a machine-to-machine interface, including a method that would integrate LENS with AT&T's systems. On September 6, 1996, in response to AT&T's request, BellSouth prepared a "White Paper" describing the CGI interface as a method that, BellSouth claimed, could generate tag values from its LENS server in lieu of web pages. If the CGI interface could be properly implemented by AT&T, AT&T could use it to integrate LENS messages into its ordering systems by converting the LENS message into formats that AT&T's systems would recognize and be able to manipulate. This would allow direct two-way exchange of information between AT&T's ordering systems and BellSouth's legacy pre-ordering and ordering systems.[27]

40. However, AT&T could not build the CGI interface unless and until BellSouth provided the necessary detailed specifications describing the data elements and instructions that would be exchanged over it. The September 1996 White Paper did not provide

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machine interface. That ECIC now supports two application-to-application interfaces for pre-ordering only shows how misdirected BellSouth's pre-ordering development has been.

[27] Three charts depicting the role of the CGI interface are attached hereto as Attachment 5. The first chart depicts LENS as a human-to-machine interface, the second depicts the potential for using CGI, and the third depicts Bell South's hypertext language proposal.

AT&T with those specifications; rather, it was only a general outline of CGI. See Attachment 1g hereto. During the four months following the issuance of the White Paper, AT&T repeatedly requested -- without success -- the specifications necessary to implement this method. When BellSouth and AT&T finally met on January 23, 1997, BellSouth stated that it would dedicate its resources to implementing LENS by March 31, 1997, but that it could implement the tag values necessary for CGI implementation by May 1, 1997. AT&T responded by renewing its request for CGI specifications.

41. BellSouth did not provide CGI specifications to AT&T until March 20, 1997 -- and only after AT&T escalated the issue to the executive level. Even those specifications were incomplete.[28] On April 8, 1997, less than three weeks after it provided the partial specifications, BellSouth retracted them and advised AT&T that the tag value method described in the March 20 specifications and the "white paper" was not feasible. In conference calls on April 14-15, 1997, BellSouth stated that it had abandoned its efforts to develop the alternatives presented in its September 1996 White Paper and stated that it would not support development of the CGI interface under any circumstances.

42. Subsequently, on April 28, 1997, BellSouth provided AT&T with a set of

[28] A copy of the March 20, 1997 specifications is attached hereto as Attachment 6. See also Stacy S.C. Reply Aff., ¶ 36 (acknowledging that BellSouth released the March 20 specification "before the BellSouth technical developers considered it complete").